

APPENDIX L - Utility Coordination



2100 Bluestone Dr.
Saint Charles, MO
63303

May 6, 2020

Mr. Ron Leible
Crawford, Murphy & Tilly
Gateway Tower
1 Memorial Dr. Suite 500
St. Louis, Missouri 63102

RE: Riverpointe 34kv & 12kv Relocation

Dear Mr. Leible:

Per your request, Ameren Missouri has reviewed your proposed plans for relocating 12kv and 34kv overhead lines in conflict with the City of St. Charles new Riverpointe Development. The existing overhead lines will be relocated underground along Main St. between S. River Rd and I-70. The ballpark cost for this relocation is \$1,100,000. This is a rough budget estimate of the Ameren Missouri cost only and does not include the cost of customer installed facilities or relocation of other utilities that may also be using Ameren Missouri poles. The customer will be required to obtain easements, surveying, tree trimming, install the conduit system/concrete encased duct bank, relocate/convert service lines, etc.

Ameren Missouri requires a deposit of \$55,000 to proceed with engineering and design of this project. Detail drawings and a total cost estimate should be available by 90 days after Ameren Missouri receives all required information. Additional deposit money may be requested if significant scope changes result in additional engineering time.

The \$55,000 deposit is not refundable; however, it will be credited against the overall relocation cost of the project if the project proceeds to construction within 3 months of delivering the detailed estimate. If the project does not go forward, the \$55,000 is retained by Ameren Missouri for the investment in engineering and design.

If you wish Ameren Missouri to provide a firm cost estimate for the project as described, return a signed copy of this letter with the deposit in the envelope provided.

Please feel free to call me at (636) 925-3206 if I can be of further assistance.

Sincerely,



Felicia Childs
Customer Service Engineer
Gateway Division-St. Charles

Date: _____

Agreed to by: _____

Title: _____

Organization: _____



C20-099



LETTER OF AGREEMENT FOR CUSTOM WORK

April 10, 2020

CWO / Invoice Number: 205070
Customer Billing Telephone Number: SPECIAL

BILL TO: CITY OF ST CHARLES
200 N 2ND ST.
ST. CHARLES, MO 63301

WORK SITE LOCATION: 1559 OLD S. MAIN ST, ST. CHARLES, MO

DESCRIPTION OF CUSTOM WORK: Near the end of Old S River Rd, convert existing aerial fiber to buried. Open new trench for the cable and move an existing handhole. Wreck out pole attachments, including strand and guying. Remove one pedestal. Work includes cutting a cable dead which fed a raised building at 1559 Old S Main St. COST INCLUDES ALL ENGINEERING, SPLICING, TESTING, AND CONTRACTOR/LABOR. IF ACTUAL CONTRACTOR BID EXCEEDS ORIGINAL ESTIMATE, CONTRACT WILL BE UPDATED FOR THE ADDITIONAL COST.

ESTIMATED CONTRACTOR LABOR: \$ 10,125.00
ESTIMATED AT&T LABOR: \$ 2,281.00
ESTIMATED MATERIALS: \$ 344.00

CHARGE FOR CUSTOM WORK: **ESTIMATED COST: \$ 12,750.00 ✓**
(Actual charges may exceed this estimated cost)

Applicant requests that Southwestern Bell Telephone Company d/b/a AT&T Missouri (hereafter "AT&T Missouri") act as its agent in performing the above-described custom work on Applicant's behalf. Applicant agrees to pay the charge(s) for such work. The work is to be done on an "Actual Cost" basis, all charge(s) will be computed in accordance with AT&T Missouri ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and will include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and sundry billings from sub-contractors and suppliers for work and materials related to the job. The Applicant affirms that the cost estimate furnished by the Telephone Company has been considered only as an estimate of approximate costs and that the actual costs incurred by the Telephone Company in doing the work at the particular time and location might be higher. Said estimated cost is subject to change due to any number of factors including, but not limited to, changing conditions in the field, weather delays, or changes in the scope of the work.

CHANGE ORDERS

Should concealed conditions exist, including conditions that may exist below the surface of the ground, or if conditions exist that could not have been anticipated by AT&T Missouri at the time of this agreement, AT&T Missouri, will be entitled to additional funds and/or additional time to complete the work. AT&T Missouri will request such additional funding and/or additional time through a request for a change order.

Should Applicant or its agents, servants, or employees order or seek changes in the scope of the work, AT&T Missouri is entitled to seek from Applicant, its agents, servants, or employees, additional funds as necessary to perform the work, and additional time, as necessary to complete the work. Said request for additional funds and/or additional time will be through change order.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be.



All change orders will be in writing.

All change orders will be submitted and accepted by Applicant, its agents, servants or employees, before AT&T Missouri proceeds to execute the work or, if work has been initiated on the project, continues with executing the work except in an emergency endangering life or property.

Applicant, its agents, servants or employees, are deemed to have accepted the terms of any change order by signing where indicated on the change order.

Under no circumstances will AT&T Missouri request for a change order be deemed or used as evidence of delay on the project. Nor will any change order issued in this project be used to charge AT&T Missouri with responsibility for any alleged delay on the project.

NO DAMAGE FOR DELAY

Under no circumstances will AT&T Missouri be held liable to Applicant, Applicant's agents, employees or contractors, for any alleged delay on the project that forms the basis for this custom work order.

TIME TO COMPLETE

Any representation by AT&T Missouri, its agents, servants or employees that the project, or any additional work authorized by change order, will be complete by a certain date or certain time period is strictly an estimate and not binding on AT&T Missouri, its agents, servants, or employees. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T Missouri control, Acts of God, weather delays, labor disputes, vendor/contractor disputes, and other conditions or circumstances that AT&T Missouri, its agents, servants, or employees, could not reasonably anticipate at the time of the estimate.

PAYMENT

Applicant agrees to make an advance payment of **\$ 0.00** prior to commencement of the work.

Applicable charges for Custom Work will be billed on a special bill separate from the bill that Applicant receives for telephone service. Charges will be billed upon project completion.

Applicant, its agents, servants, or employees agree to make payment on change orders within thirty (30) days of the date of signature on the change order. Failure to make payment within the designated thirty (30) day time period will operate to cancel the change order and AT&T Missouri, will cease all work activity on the project until payment is made.

When the Parties agree to Interval Billing *, the balance of the Contract Price or Actual Cost (as applicable) will be made in monthly payments. If the Actual Cost made varies from the Estimated Cost, then a correcting adjustment will be made in the last payment. If the parties cannot agree to Interval Billing, Applicant will make an advanced payment as indicated above.

* Applicable to orders over \$25,000 and work will take **6** or more **months** to complete.

CANCELLATION

If the Applicant cancels the work prior to completion, Applicant must notify AT&T Missouri, in writing of said cancellation.

If Applicant elects to cancel the work prior to completion, Applicant agrees to pay AT&T Missouri for the costs it has incurred in starting performance under the contract. If Applicant has made an advance payment, AT&T Missouri will deduct its costs and expenses incurred as of the date of Applicant's notice of cancellation from the amount of the advance payment. Any amount remaining will be refunded to Applicant.



ESTIMATED PRICE QUOTE

The above estimated price is guaranteed for 60 days from **April 10, 2020**. If the charges are not accepted within 60 days the order will be cancelled and a new order will need to be placed. The second estimate may be higher than the estimated price set out above.

STOP WORK ORDER

In the event that Applicant issues a stop work order, or places the project "on hold", at any point during the progress of the work, said stop work order or request to "hold" work must be issued in writing and must be delivered via certified mail, return receipt requested to **Michelle Louvier, 12851 Manchester Road, St. Louis, MO 63131**. If Applicant issues a stop work order, or a request to "hold" work, the contract price quoted herein will remain valid until sixty (60) days from the date of the stop work or "hold" work order. At the expiration of the sixty (60) days, the contract price quoted herein will expire and a new contract price will be determined and provided, in writing, to Applicant. The new contract price may be higher than the contract price quoted in this custom work order.

If, after issuing a stop work, or "hold" work order, Applicant elects to cancel the contract, Applicant must inform AT&T Missouri, in writing of the cancellation. AT&T Missouri, will deduct any expenses incurred in performing the work from Applicant's advance payment and refund any remaining funds to Applicant.

Under no circumstances will AT&T Missouri, be responsible to Applicant for any alleged damages or additional expenses incurred by Applicant as a result of a stop work order or an order to "hold" work on the project.

CHOICE OF LAW AND ARBITRATION

Should any dispute arise between the parties concerning the subject matter of this agreement, or any term contained therein, the parties agree that the dispute or claim shall be submitted to binding arbitration before the American Arbitration Association. The parties further agree that the prevailing party in any such dispute will be entitled to recover attorney's fees and costs of arbitration.

Missouri law governs the application of this agreement and all terms contained therein.

INDEMNIFICATION AND HOLD HARMLESS

Applicant, its agents, servants, and employees hereby agree to indemnify and hold harmless AT&T Missouri, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of the Applicant, its agents, servants, or employees.

ENTIRE AGREEMENT

The parties agree that the terms set forth herein constitute the entire agreement and there are no other agreements regarding the project that is the subject of this agreement between the parties.



MODIFICATION & NOTICE

Any modification to this agreement must be made in writing and signed by both parties.

Any party to this agreement may provide the other party with notice of any fact or condition by providing such information in writing and serving said writing via certified mail, return receipt requested.

CHARGE FOR CUSTOM WORK:

ESTIMATED COST: \$ 12,750.00
(Actual charges may exceed this estimated cost)

ACCEPTED FOR CUSTOMER:


Authorized Signature

DIRECTOR OF ADMINISTRATION
Title

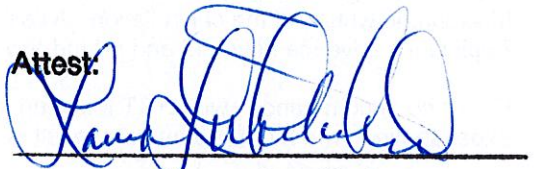
CITY OF ST. CHARLES, MO
Company

LAWRENCE S DOBROSKY, JR
Printed Name

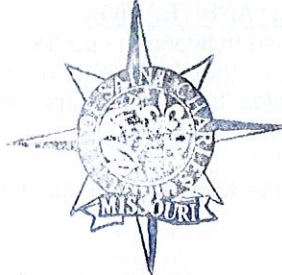
Date: 4/23/2020

Phone Number

AT&T – MISSOURI CWOTS DEPT
800-983-3233

Attest: 

City Clerk



**** PROPRIETARY - NOT TO BE DISCLOSED OUTSIDE AT&T AND/OR AFFILIATE COMPANY EXCEPT FOR 3RD PARTIES REQUESTING DETAIL OF CHARGES BILLED TO THEM FOR CUSTOM WORK ****

Additional Signature Page
between City of St. Charles, Missouri
and AT&T Missouri
RE: CWO #205070

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

Janet O'Leary 4-17-2020
Director of Finance - Asst. Date





BILLING INVOICE

April 10, 2020

CWOTS Number / Invoice Number: 205070

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200 N 2ND ST.
ST. CHARLES, MO 63301

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SEND PAYMENT TO:
AT&T – Central South CWO
Attn: Kristy Aylor
220 Wisconsin Avenue
Waukesha, WI 53186

THANK YOU

CWO # : 205070



April 10, 2020

This letter is in regard to your request for Southwestern Bell Telephone Company d/b/a AT&T Missouri (hereafter "AT&T Missouri") to perform custom work for you. Enclosed please find our Letter of Agreement for Custom Work. This agreement describes the custom work you have requested along with the associated charges for us to do the work.

The signed letter of agreement must be received by our office before we can proceed on your behalf. Our mailing address for this document is listed below:

AT&T – Central South CWO
Attn: Kristy Aylor
220 Wisconsin Avenue
Waukesha, WI 53186

If you decide not to proceed with this work, please call our office so that we may cancel your request. If you have any questions regarding this matter, please contact us. Refer to the record number at the top of your letter to assist us in locating your file

Thank you,

Michelle Louvier

Custom Work Order Dept.
AT&T Missouri
800-983-3233



Email

TO:	CITY OF ST CHARLES	FROM:	KRISTY AYLOR
RE	NICHOLAS GALLA	DATE:	April 10, 2020
PAGES:	7	EMAIL:	nicholas.galla@stcharlescitymo.gov
ATT ENG: PHONE :	MATTHEW THOMPSON	CWO #	205070

COMMENTS:

KRISTY AYLOR
7 A.M. TO 3:30 P.M.
1-800-983-3233